



City of Austin Purchasing Office Note to File

REFERENCE CONTRACT: MA 4700 NG190000017 ***AIDS Services of Austin, Inc.***

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement based on the exemption a(4) a procurement for personal, professional, or planning services. This exemption is based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased.



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: November 26, 2018

DEPT: Austin Public Health

TO: Purchasing Officer or Designee

FROM: Stephanie Hayden

PURCHASING POC: Shawn Willett

PHONE: 512-972-5010

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.
2. Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

Austin Public Health hereby designates that per Texas Local Government Code Chapter 252.022.a(4), agreements for social services are exempt from competition based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased. We are therefore requesting a blanket exemption for all such agreements.

Recommended
Certification

Originator

Date

Leslie Boyd 6-10-19

Approved
Certification

Department Director or designee

Date

Stephanie Hurd 12/05/18

Assistant City Manager
or designee (procurement requiring Council approval)

Date

[Signature] 12/6/18

Purchasing Office
Review

Authorized Purchasing Office Staff

Date

[Signature] 06/18/19

Purchasing Office
Management Review

Purchasing Officer or designee
(procurement requiring Council approval)

Date

APH will complete the below information and include a copy with each agreement as applicable

Vendor Name:

ADS Services of Austin, Inc.

Master Agreement Number:

4700 NG190000017

APH Confirming Signature & Date:

Signature

[Signature]

Date



**AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
AIDS SERVICES OF AUSTIN, INC.
FOR**

SOCIAL SERVICES

*(GF- Early Intervention and Non-Medical
Case Management Services)*

AGREEMENT NO. 4700 NG190000017

AGREEMENT AMOUNT: \$1,105,881

This Agreement is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and AIDS Services of Austin, Inc. (Grantee), a Texas non-profit corporation, having offices at 7215 Cameron Road, Austin, TX 78752.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.2 **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 **Responsibilities of the City.** The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel.** The City's Agreement Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Agreement Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Agreement Manager, or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4.3 If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of 42 months beginning April 1, 2019 through September 30, 2022, and may be extended thereafter for up to 2 additional 12-month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 42 month term shall not exceed the amount approved by City Council, which is **\$1,105,881 (One Million One Hundred Five Thousand Eight Hundred Eighty One dollars)**, and \$315,966 (*Three Hundred Fifteen Thousand Nine Hundred Sixty Six dollars*) per 12-month extension option, for a total Agreement amount of \$1,737,813. Continuation of the Agreement beyond the initial 42 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.1 The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 4/1/2019 through 9/30/2022, the payment from the City to the Grantee shall not exceed \$1,105,881 (*One Million One Hundred Five Thousand Eight Hundred Eighty One dollars*).

4.2 Requests for Payment. Payment to the Grantee shall be due 30 calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Standard Time 15 calendar days following the end of the month covered by the request and expenditure report. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 Payment.

4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.

4.7.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

4.7.7 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.8.2 To be allowable under this Agreement, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Agreement.
2. Conform to any limitations or exclusions set forth in this Agreement.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.

4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

4.9 **Reports.**

4.9.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in Section 4.2. Grantee must provide

complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Grantee shall submit a quarterly performance report using the format and method specified by the City no later than 5:00 p.m. Central Time 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Grantee and submitted to the City within 60 calendar days following the end of each Program Period identified in Section 4.1.2.

4.9.4 A Contract Closeout Summary Report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.10 Grantee Policies and Procedures.

4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.11 Monitoring and Evaluation.

4.11.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this

Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.11.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Grantee.

4.12.1 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review report received from the Grantee;
- ii. That the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review report was presented to the Grantee's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due 60 days after the end of each Program Period, as well as in the Agreement Closeout Summary Report, due 60 days after the end of the Agreement Term.

4.13.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 Right To Assurance. Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 Default. The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 Termination For Cause. In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 Termination Without Cause. The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 Fraud. Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 Insurance. The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Contract Management Team
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options

and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project
- 6.1.2.1.2 Independent Grantee's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section

401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 Blanket Crime Policy Insurance. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 Directors and Officers Insurance. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 Property Insurance. If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 Certificate. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

6.2.1 Equal Employment Opportunity. No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 Americans with Disabilities Act (ADA) Compliance. No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 Inspection of Premises. The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 Rights to Proposal and Contractual Material. All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 Publications. All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 Authority. Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 Performance Standards. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 Criminal Background Checks. Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for

children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 Compliance with Health, Safety, and Environmental Regulations. The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.
(Source: City of Austin Ordinance 20051201-013)

8.3 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 Indemnity.

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 Claims. If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such

claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 Business Continuity. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin Austin Public Health Administrative Services Division	AIDS Services of Austin, Inc.	City of Austin Austin Public Health
ATTN: Kymberley Maddox, Assistant Director	ATTN: Paul Scott, Chief Executive Officer	ATTN: Stephanie Hayden, Director
7201 Levander Loop, Bldg. E	7215 Cameron Road	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78752	Austin, TX 78702

8.8 Confidentiality. In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 Advertising. Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the

Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 No Contingent Fees. The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 Gratuities. The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 Prohibition Against Personal Interest in Agreements. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 Independent Grantee. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 Assignment-Delegation. The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 Waiver. No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 Modifications. The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 Interpretation. The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as

enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 Dispute Resolution.

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Agreement.

8.20 Living Wage Policy

[Reserved]

8.21 Subgrantees.

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 Survivability of Obligations. All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 Public Information Act. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 HIPAA Standards. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

AIDS SERVICES OF AUSTIN, INC.

CITY OF AUSTIN

Signature: Paul E. Scott

Name: Paul E. Scott
Printed Name

Title: Chief Executive Officer

Date: June 7, 2019

Signature: John Hilbun

Name: JOHN HILBUN
PURCHASING OFFICE

Date: 06/18/19

EXHIBITS

Exhibit A -- Program Forms

- A.1.1 -- Program Work Statement for HIV Contract
- A.1.2 -- Program Work Statement By Service Category
- A.2 -- Program Performance Measures

Exhibit B -- Program Budget Forms

- B.1 -- Program Budget and Narrative

Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit E -- Modifications to the Standard APH Agreement

Exhibit F -- Business Associate Agreement

Program Work Statement For HIV Contract

Period Start Date 4/1/2019

Period End Date 9/30/2022

Client Access

With over 31 years of client care history, ASA is well-known in the community and receives several referrals by word of mouth or self-refer. Clients are quick to tell other people they know in need of services, of ASA. Any client receiving an HIV-positive test result provided by ASA's Health Promotion Department receives information about other ASA services. In addition to these methods, clients report they often find out about ASA's services through internet search engines. Many clients are directed to services internally between programs are made from ASA's case management programs, ASA's Moody Medical Clinic (AMMC). Additionally, CommUnityCare's David Powell Community Health Center (DPHC), several regional AIDS Services Organizations (ASOs)/Community Based Organizations (CBOs), private HIV physicians in the area, and local emergency rooms.

Barriers that patients face include, but are not limited to, mental illness and substance use, memory problems and memory loss, dementia, fear, and transportation, which is most common. Transportation barriers include unreliable transportation, (expired tags and inspections, vehicles needing costly repairs, needing to borrow vehicle from family members or friends), living in areas where public transportation is not readily accessible, and/or unreliable Special Transit Services requiring lengthy drop-off and pick-up windows (1.5 – 2 hours before and after) around appointment times. When patients are identified as having barriers at the intake visit or because they are chronically missing appointments, ASA's Patient Navigator works with willing patients one-on-one to reduce barriers to continuing services. Through this individualized service, ASA staff can refer patients in need internally to the appropriate ASA program. The patient works with ASA staff to overcome barriers to care, typically through Medical Case Management. Medical Case Managers help patients overcome barriers by: providing access to transportation through bus passes/taxi vouchers or transportation in the agency's vehicle; providing referrals to mental health and substance use treatment and counseling; accompanying patients to appointments to overcome their fear of treatment; and providing access to basic needs assistance such as food bank, housing, and emergency financial assistance to stabilize their situations.

Service Linkage, Referral, and Collaboration

Linkage to care has become even easier with the addition of the ASA Moody Medical Clinic (AMMC) which opened in August 2018. Medical Social Workers are co-located at AMMC to further increase access to timely HIV/primary care and support services. The opening of AMMC completes ASA's fully integrated care model that seamlessly connects both the newly-diagnosed and returned to care patients. At present, every new AMMC patient receives referrals to other ASA services as a part of the baseline intake visit, and clients not actively engaged in the care of a physician may be referred to AMMC for medical care.

ASA has collaborative agreements, letters of support, and/or Memoranda of Understanding (MOU) in place with several agencies, mostly with respect to specific programs. The MOUs guide referrals between agencies and allow smooth transitions of clients for additional services. ASA maintains MOUs with: DPHC, Waterloo Counseling Center, Project Transitions, Housing Authority of the City of Austin, Austin Energy, Integral Care, and Austin Public Health's Communicable Disease Unit. Staff ensures that referrals are followed through on in one of the following ways: 1) performs follow up at the next client contact by asking the client about the referral and the results; 2) accompanies the client to appointments; 3) verifies referral completion in the ARIES database, or 4) calls the agency the client was referred to and confirms client attendance.

Client Input and Involvement

ASA routinely incorporates client input and involvement into planning activities. In developing the agency's strategic plan, ASA used interviews and focus groups with current patients to ensure their active participation in the strategic direction of the agency. Other mechanisms for patient input and involvement include:

Consumer Advisory Boards

Target Population and Consumer Representation on Board of Directors

Patient Satisfaction Surveys

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Program Work Statement For HIV Contract

Period Start Date 4/1/2019

Period End Date 9/30/2022

Participation in Community Needs Assessments/Focus Groups

Point of Service Suggestion Box/Log/"How Are We Doing" Questionnaire

Agency Grievance Process

The patient and staff relationship focuses on patients' most pervasive needs prioritized into a care plan to address those needs. Goals are captured in the patients' individualized plan, taking into account identified strengths and barriers. Staff assist patients in identifying areas in their lives that pose barriers to maintaining medical and/or supportive care. Based on the barrier assessment, work to connect patients with a multitude of services required to stabilize their healthcare and social situation, contributing to improvements to overall health and ultimately the goal of viral suppression.

Cultural Competency

ASA ensures cultural competency through the integration of the Office of Minority Health's National Culturally and Linguistically Appropriate Services (CLAS) standards into specific service delivery strategies and program development activities. ASA develops, tracks, and evaluates strategies to incorporate all 15 CLAS standards through its leadership team and internal Cultural Humility Action Team (CHAT) in order to improve quality of services and eliminate health care disparities. The agency maintains a tracking mechanism to ensure CLAS compliance. The agency's policies are cognitive of cultural appropriateness and policies that are applicable to clients are provided in English and Spanish at an appropriate literacy level. In 2018, the ASA Board of Directors approved an organizational strategic plan that includes goals, objectives, and action steps prioritizing staff cultural awareness and competency trainings.

Additionally, ASA employs staff members who are proficient in Spanish and who are culturally reflective of our Hispanic patient population. Staff members are from diverse backgrounds including African-Americans and individuals that are immigrants to the USA. One staff member is proficient in American Sign Language. Interpretation services in any language are offered to patients free of charge and interpreters culturally reflect patients' backgrounds. Staff are assigned to patients based, in part, on the patient's cultural background and preferred language; Agency materials are written at a fifth to eighth grade literacy level and in Spanish, at third to fifth grade level. Patient materials are provided in Spanish and English; Staff translates materials from English to Spanish; ASA includes "diversity" as one of its core values.

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Program Work Statement By Service Category

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Period End Date 9/30/2022

HIV Service Category CS-Early Intervention Svcs

Client Eligibility

ASA follows standard Austin TGA eligibility policies and requirements for clients who receive services under this Agreement. Eligibility guidelines and requirements are outlined in Austin Public Health/HIV Resources Administration Unit Policies, Service Standards, and Agreement Terms & Conditions. All official, applicable guidance related to client eligibility is incorporated by reference.

ASA maintains documentation of the following core eligibility requirements for anyone wishing to access Early Intervention Services (EIS):

- * HIV-positive diagnosis - Client must be HIV-positive;
- * Verification of Identity - Client must be able to provide proof of identity;
- * Verification of Residency - Client must be able to provide proof of residency in the City of Austin Full Purpose Jurisdiction and/or Travis County;
- * Verification of Income - Client must be able to provide proof of current household income and/or lack of income; and,
- * Verification of Insurance status - Client must provide proof of insurance or lack of insurance.

Staff collects supporting documentation to confirm client eligibility. Clients who do not have the appropriate eligibility documentation at intake are enrolled into the CMP on a conditional basis for a maximum of 30 days while ASA staff assist in accessing and collecting all required documentation.

Target Populations

The Early Intervention Services program is open to individuals who are newly diagnosed HIV-positive, those who are late to HIV care (have been diagnosed HIV-positive but have never been in medical care), or who have fallen out of HIV medical care for six months or longer.

The core target population is PLWH residing in the City of Austin Full Purpose Jurisdiction and/or Travis County.

Specific target populations for the CMP under this Agreement mirror key populations disproportionately affected by HIV/AIDS as outlined in the 2017-2021 Austin TGA Integrated Prevention and Care Plan and the National HIV/AIDS Strategy. These populations may not have equal access to resources that support treatment adherence and/or viral suppression. Specific target populations for the Case Management Program (CMP) include:

-African American/Black individuals: According to the Centers for Disease Control and Prevention, this population accounts for a higher proportion of new HIV diagnoses compared to other races and ethnicities. Two main challenges may contribute to the higher rates of HIV infection among this population: 1) greater numbers of HIV prevalence in the population combined with the tendency to have sex with partners of the same race/ethnicity, and 2) higher poverty rates and limited access to quality healthcare, housing and prevention.

-Hispanic/Latinx individuals: Also according to the Centers for Disease Control and Prevention, this population accounts for a one quarter of all new HIV diagnoses. Challenges contributing to the higher rates of HIV infection among Hispanic include poverty, migration patterns, lower education levels, language barriers, and undocumented status that engenders fear of visibility and taking advantage of services that individuals believe may require legal residency.

-Transgender individuals: Beyond typical risk factors such as multiple sexual partners and unprotected sex, many transgender individuals have additional risk factors for HIV infection and transmission such as injection of hormones or drugs using shared syringes, commercial sex work, and an increased risk of violence based on gender identity. Additionally, the transgender population faces additional stigma, discrimination, social rejection, and exclusion.

-People experiencing substance abuse issues: Substance abuse disorder comes with problematic patterns of behavior that increase the risk of HIV infection and transmission. Injection drug use can be a direct route of HIV transmission. Substance abuse can accelerate HIV disease progression, affect adherence to treatment, and degenerate overall health.

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HIV Service Category CS-Early Intervention Svcs

-People who are experiencing homelessness: The conditions experienced by those who are homeless or housing insecure may increase the risk of contracting HIV as higher rates of substance use disorders are found for this population. For homeless or otherwise housing-insecure PLWH, factors such as poor hygiene, malnutrition, and exposure to weather elements increase the risk for becoming ill and additional health complications. Lack of stability in basic needs such as shelter and food can make treatment adherence and viral suppression a secondary concern.

-Recently Incarcerated Individuals and other Ex-Offenders that are not in care. The EIS team has a strong partnership with the Texas Department of Criminal Justice (TDCJ) and has seen an increase in the numbers of recently released individuals being served through EIS and other ASA programs. The EIS program maintains a relationship with a TDCJ contact person who schedules intakes for any HIV-positive person leaving the Texas prison system with plans to reside in the Austin/Travis County area. Based on the individual's release date, an intake is scheduled with the EIS team and the appointment information is provided to the individual before they are released. TDCJ then provides EIS staff with any contact information or medical records for the soon to be released individual.

Service Category Activities

Service activities linked to Budget Justification

ASA's EIS team promotes programming through various outlets in order to spread awareness of HIV testing and linkage to care services and increase recruitment of eligible clients through self-referral. ASA will focus print marketing campaigns consisting of posters, flyers, and condom inserts to reach the target populations. Additionally, EIS partners with other ASA prevention programming to cross-promote targeted outreach via collaborative media campaigns.

EIS staff focus their work in areas in the community identified as having disproportionately high rates of HIV to engage prospective clients who need HIV medical care. Locations may include shelters, under bridges, community organizations that serve free meals, places where individuals gather to secure day labor, directly on the streets, and other locations where the target population congregate. EIS staff also works with the Texas Department of Criminal Justice (TDCJ) to connect with recently released individuals. EIS staff connects with community members and promotes ASA's services in order to gain access to the target populations. While performing street outreach, staff provides hygiene products, HIV/STI risk reduction kits, condom packets, and HIV testing. If an individual is not aware of their HIV status and is interested in HIV testing, the EIS team can provide HIV testing on the spot, or in conjunction with ASA's mobile testing van, or by appointment. Individuals receiving HIV testing are provided a tailored health message based on individual risk. EIS staff provides risk reduction information to individuals and collects demographic information including: age, gender, race and ethnicity, HIV risk factors, and zip code.

EIS staff conduct an in-person screening during the initial contact with newly diagnosed or out-of-care HIV-positive individuals engaged during street outreach. EIS staff completes an intake immediately or schedules it at the individual's earliest convenience to reduce the chances of losing the individual to follow-up. For any HIV-positive person engaged during street outreach who is not newly diagnosed or out of care, but interested in ASA services, the EIS team refers the individual to the agency's Case Management Program. They can assist them with making an appointment if the individual desires. In addition to street outreach activities, staff identifies potential clients during health education classes provided to the community. These classes take place at least twice per month at community partnership locations for individuals and/or staff members providing services to the target population. HIV-positive individuals are connected to ASA's EIS or Case Management Program depending on their needs.

For self-referred or community-referred, EIS staff call and/or email to screen the individual and schedule an intake appointment. If an individual receives an HIV diagnosis from an HIV tester at ASA outside of the EIS team, testing staff contact the EIS team to inform them of a new positive and provide the individual's information. EIS staff then meet with the client on the spot or contact the individual to complete the intake at the client's earliest convenience.

Once an individual completes an intake appointment with an EIS Specialist, they are considered a client of ASA. All intake appointments include an overview of ASA and community services, as well as health education and risk reduction information around HIV and other STIs. Staff obtains information about the client's medical, housing, mental health, substance use, and financial history to guide provision of internal and community referrals. To connect the client to specific programming based on their needs, staff refers to other ASA programming such as Healthy Relationships, Women Rising, or Mpowerment (The Q). These programs provide support and companionship for individuals based on their HIV status. The EIS team uses a

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referral form to document and track the referral, based on client's needs. Staff collects eligibility documents and may secure releases of information to obtain missing documentation from other sources on behalf of the client, if needed. All clients receive: Client Bill of Rights, the Client Confidentiality Policy, HIPAA Policy, and the Client Grievance Policy and Procedure contained in a comprehensive ASA Client Handbook. Staff offers each client copies of the executed documents. The intake with EIS is not time-bound and may take several hours to several days to collect needed information as the individual may be homeless, in transient housing, or exiting from the criminal justice system.

During the intake, EIS staff develops an individualized care plan with each client. Care plans are collaboratively developed to guide the client, EIS staff member, and the potential future Case Manager with a proactive approach to addressing the client's needs. Care plans may be short term plans (30-60 days) or longer-term plans that a Case Manager can continue to implement after the client's transfer out of EIS.

Clients who complete an intake appointment with EIS staff are immediately assisted with scheduling an initial medical provider appointment and any additional necessary appointments for labs, clinic intake, and medical provider face-to-face appointments. EIS staff makes arrangements with the client for transportation to these appointments and may attend appointments at the client's request. The client and EIS staff member also arrange any other urgent referrals to supportive services. EIS staff works with the client to schedule appointments before they leave the office and works to remove any transportation issues or other barriers that may keep a client from completing appointments. When a client is closed to EIS, the completion of these referrals is tracked and documented. If a client misses an appointment, EIS staff follows up with the client at least three times within a thirty-day period in attempts to reengage them in services.

EIS staff work to connect clients to medical care within 30 days. Once the client is confirmed in medical care, EIS staff completes any remaining projects with the client and then ensures a seamless transfer to ASA's Case Management Program (CMP) if a need for ongoing support has been identified. The EIS and CM staff hold a standing weekly meeting to discuss any transfers from EIS to CM. The EIS staff provides a summary of the client's case and passes all documents to the CM staff. The CM program supervisor assigns the client a CM and schedules the initial CM appointment. EIS staff notifies the client of this appointment and addresses any transportation issues or other barriers. CMP services may consist of Medical Case Management and/or Non-Medical Case Management Services, including Housing Case Management Services.

EIS staff members do not maintain individual caseloads but instead work as a team to assist the needs of all clients enrolled in the program. ASA provides EIS 3.5 direct full-time equivalents (FTEs), of which 1.6 would be funded by this proposal, to serve at least 150 clients per year or about 33 clients per FTE. On average, each client is in services for 45-90 days. Due to the target population's high level of vulnerability, difficulty in locating clients to be tested and diagnosed HIV positive, and clients that need to be re-engaged in care, it is important for staff to be consistently engaged within the community to identify potential clients and be available for all clients to provide intensive, individualized support.

Frequency of these service activities

EIS works with each client for a 45 to 90 days. Services are time-limited and measured by the successful linkage of clients into medical care within 30 days (defined as an appointment with a medical provider). If a client attends a clinic appointment for only paperwork or bloodwork, this does not qualify as linkage to care. While EIS is working with a client to ensure linkage to care, staff maintain frequent contact, often daily via phone, email, or in person to minimize the chance of clients being lost to follow-up.

Location(s) of these service activities

Services may be provided at any ASA facility in Austin: Main Campus, 7215 Cameron Road, 78752; Springdale Campus, 1023 Springdale Road, Building 14, 78721; and/or Jack Sansing Dental Clinic, 711 West 38th Street, Suite E-4, 78705.

In addition, EIS staff perform outreach in locations where housing-insecure and other hard-to-reach populations frequent, such as shelters, under bridges, community organizations that serve free meals, places where individuals gather to secure day labor, and directly on the street.

Staffing

Position/Title: Director of Health Promotion

Required educational degrees, licensure (if applicable), other relevant qualifications: Bachelor's in Public Health or related

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field; 5 years' experience in HIV prevention, linkage to care, and counseling; 5 years supervisory experience (experience may be substituted for education).

Job Description: Manages federal and local governmental HIV prevention programs and Ryan White funded EIS program, evaluates program outcomes and service delivery, completes grant reporting requirements, informs and participates in grant monitoring visits, and coordinates and implements QM activities.

Position/Title: Testing and Linkage Program Manager

Required educational degrees, licensure (if applicable), other relevant qualifications: Bachelor's degree in Public Health or related field; 5 years' experience in HIV prevention and outreach; 3 years' experience in case management and linkage to care; 3-year supervisory experience (experience may be substituted for education).

Job Description: Manages governmental HIV prevention service and Ryan White funded Outreach program, evaluates outcome/outputs and service delivery, responsible for grant reporting, informs and participates in grant monitoring visits, and coordinates and implements QM activities; member of QMGT. Supervises Outreach program staff, performs quality assurance activities and seeks community partnerships.

Position/Title: EIS Specialist

Required educational degrees, licensure (if applicable), other relevant qualifications: High school diploma or GED and a minimum of at least 1 year of HIV, Outreach or Case Management experience.

Job Description: Conduct street outreach; work directly with clients doing intakes, linkage to care, referrals, and health education.

Quality Management

ASA will participate in the Administrative Agent's Clinical Quality Management (CQM) Program, all related trainings, and other requirements including attendance at regular CQI Committee meetings and ad hoc subcommittee meetings. ASA will participate in the Administrative Agent's consumer satisfaction survey process and provide requested assistance and data related to the Administrative Agent's CQM Program activities. ASA will provide the Administrative Agent with an agency-specific CQM Plan that is updated annually, identifies goals and objectives for improvement in quality of services, addresses identified consumer needs, and aligns with the goals of the Austin HIV Services CQM Plan. ASA's CQM Plan will show evidence of consumer input from consumer satisfaction surveys, needs assessments, focus groups, consumer advisory boards, or other consumer involvement mechanisms.

The overall responsibility and leadership for ASA's Quality Management (QM) program lies with Chief Programs Officer, who authorizes the Quality Management Guidance Team (QMGT) to plan, assess, measure, and implement performance improvements throughout the entire agency, while providing the necessary resources and support to fulfill these functions.

The Quality Management Plan seeks to improve service performance through collecting and evaluating data, identifying service problems based on the collected data, using quality improvement processes to address service delivery issues, and following up to ensure improvements are sustained. The agency plan is designed annually with target goals and quality improvement activities specific to each funded service. It calls for a review of service category performance measures, an analysis of this data, and recommendations for service improvements. The plan indicates that the team oversees an annual update and revision of program policies and procedures. At the end of each year, the plan is evaluated to determine the achievement of service specific goals and to make recommendations for further service enhancement.

For the EIS program specifically, ASA evaluates all data on an ongoing basis through the programmatic dashboard which tracks all goals and outcomes monthly and annually. On a quarterly basis, the Testing & Linkage Program Manager and Director of Health Promotions evaluate grant performance to determine effective strategies as well as any programmatic barriers. If it is determined that the EIS staff is not on track to meet its goals, this is addressed to determine new strategies, which are then implemented and evaluated and reassessed after three months. All intake documents are audited after completion to ensure quality. A file audit form is completed and given to the EIS staff member to make changes if necessary and then sign off on the file.

ASA has reviewed the applicable Austin Area Service Standards, agrees to observe them, and agrees that they are incorporated by reference. ASA shall provide training to staff on applicable Service Standards related to their positions, including within ninety (90) calendar days of receipt of the Service Standards from HRAU, within thirty (30) calendar days of

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new employee hire date, and at least annually thereafter. Documentation of current Service Standards training shall be maintained and reported as required by HRAU.

All new staff are provided EIS service standards during the onboarding process and receive training with their immediate supervisor on these within 30 calendar days of hire. When changes occur to standards all staff are trained on changes within 90 calendar days of receiving the updated standards from APH. All staff receive an annual training on service standards.

HRSA/HAB Ryan White Program Monitoring Standards

The services under this Agreement are subject to all Ryan White National Monitoring Standards. ASA will observe all applicable HRSA/HAB Ryan White National Monitoring Standards as posted on the HRSA/HAB website and as clarified or amended by the HIV Resources Administration Unit.

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Program Work Statement By Service Category

Period Start Date 4/1/2019

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HIV Service Category SS-Case Management Non-medical, Housing

Client Eligibility

ASA follows standard Austin TGA Ryan White HIV/AIDS Program eligibility policies and requirements for clients who receive services under this Agreement. Eligibility guidelines and requirements are outlined in Austin Public Health/HIV Resources Administration Unit/HIV Planning Council Policies, Service Standards, Directives, and Agreement Terms & Conditions. All official, applicable guidance related to client eligibility is incorporated by reference.

ASA maintains documentation of the following core eligibility requirements for anyone wishing to access Case Management Program (CMP) -- Housing Navigation services:

- * HIV-positive diagnosis - Client must be HIV-positive;
- * Verification of Identity - Client must be able to provide proof of identity;
- * Verification of Residency - Client must be able to provide proof of residency in the City of Austin Full Purpose Jurisdiction and/or Travis County (special considerations apply to individuals who are homeless);
- * Verification of Income - Client must be able to provide proof of current household income and/or lack of income; and,
- * Verification of Insurance status - Client must provide proof of insurance or lack of insurance.

Staff collects supporting documentation to confirm client eligibility. Clients who do not have the appropriate eligibility documentation at intake are enrolled into the CMP on a conditional basis for a maximum of 30 days while ASA staff assist in accessing and collecting all required documentation.

Target Populations

The core target population is PLWH residing in the City of Austin Full Purpose Jurisdiction and/or Travis County. Housing Navigation Services (HNS), as a subservice of NMCM, focuses specifically on those clients who are homeless or are at-risk of becoming homeless and in crisis and in immediate need of housing assistance.

Specific target populations for the CMP under this Agreement mirror key populations disproportionately affected by HIV/AIDS as outlined in the 2017-2021 Austin TGA Integrated Prevention and Care Plan and the National HIV/AIDS Strategy. These populations may not have equal access to resources that support treatment adherence and/or viral suppression. Specific target populations for the Case Management Program (CMP) include:

-African American/Black individuals: According to the Centers for Disease Control and Prevention, this population accounts for a higher proportion of new HIV diagnoses compared to other races and ethnicities. Two main challenges may contribute to the higher rates of HIV infection among this population: 1) greater numbers of HIV prevalence in the population combined with the tendency to have sex with partners of the same race/ethnicity, and 2) higher poverty rates and limited access to quality healthcare, housing and prevention.

-Hispanic/Latinx individuals: Also according to the Centers for Disease Control and Prevention, this population accounts for a one quarter of all new HIV diagnoses. Challenges contributing to the higher rates of HIV infection among Hispanic include poverty, migration patterns, lower education levels, language barriers, and undocumented status that engenders fear of visibility and taking advantage of services that individuals believe may require legal residency.

-Transgender individuals: Beyond typical risk factors such as multiple sexual partners and unprotected sex, many transgender individuals have additional risk factors for HIV infection and transmission such as injection of hormones or drugs using shared syringes, commercial sex work, and an increased risk of violence based on gender identity. Additionally, the transgender population faces additional stigma, discrimination, social rejection, and exclusion.

-People experiencing substance abuse issues: Substance abuse disorder comes with problematic patterns of behavior that increase the risk of HIV infection and transmission. Injection drug use can be a direct route of HIV transmission. Substance abuse can accelerate HIV disease progression, affect adherence to treatment, and degenerate overall health.

-People who are experiencing homelessness: The conditions experienced by those who are homeless or housing insecure may increase the risk of contracting HIV as higher rates of substance use disorders are found for this population. For

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Program Work Statement By Service Category

Period Start Date 4/1/2019

Period End Date 9/30/2022

HIV Service Category SS-Case Management Non-medical, Housing
homeless or otherwise housing-insecure PLWH, factors such as poor hygiene, malnutrition, and exposure to weather elements increase the risk for becoming ill and additional health complications. Lack of stability in basic needs such as shelter and food can make treatment adherence and viral suppression a secondary concern until solutions to such basic needs are met.

Service Category Activities

Service activities linked to Budget Justification

The CMP is responsive to the immediate needs of PLWH and includes the provision of advocacy and assistance in obtaining medical, housing, social, community, legal, financial, and other needed services through Non-Medical Case Management Services (NMCM). ASA's CMP employs a client-centered, strengths-based model designed to address the specific needs of each client.

ASA will prioritize housing navigation referrals for clients case managed at community partner programs.

Eligibility & Intake staff conduct initial screening with potential clients in person or by phone to determine eligibility and service needs. If a potential client is determined to need ASA's CMP services, an intake appointment is scheduled within ten working days of the initial contact. Individuals who are not eligible for ASA services are referred to other community resources as necessary and appropriate.

If a potential client identifies housing as the only need and meets applicable eligibility requirements, they are connected with a Housing Navigator for intake. Clients determined to need only Housing Navigation Services generally do not require the same level of comprehensive assessment, care planning, and long-term follow-up as those who need broader Non-Medical Case Management Services. However, at intake, the Case Manager/Housing Navigator must thoroughly assess each individual to determine if the broader NMCM needs are present. If broader NMCM services are determined to not be needed by the client, the Case Manager/Housing Navigator must attest in writing, in the client file, that such assessment has taken place and for what reason the client is not being provided broader NMCM services (no need or being provided elsewhere).

Key activities of Non-Medical Case Management--Housing Navigation Services include:

****Evaluation of client's housing needs***

A review of current housing situation, Housing Navigator and client identify the client's strengths, housing desires, and referral opportunities.

****Housing Service Plan***

The information gleaned from intake is used to develop a housing care plan which guides client goals, address barriers, and obtainment of stable housing. The obtainment of stable housing is completed via client navigation, housing search, and financial assistance in collaboration with case management, if appropriate.

****Coordination of Services Required to Implement the Housing Service Plan***

In order to implement housing service plans, Housing Navigators coordinate services by referring clients to appropriate resources and ensuring linkage to those services. Staff ensures successful linkage by educating clients about the eligibility criteria and process, assisting in completion of applications, advocating on the client's behalf, and following up on referrals to monitor client progress and address barriers, as needed. Housing Navigators have access to the following Housing Opportunities for People Living with HIV/AIDS (HOPWA) funds to help support homelessness prevention and/or housing first:

- Short Term Supportive Housing (STSH)
- Permanent Housing Placement Services (PHPS)
- Short Term Rent, Mortgage, and Utility Assistance (STRMU)

The Housing Navigator may access other funded assistance programs to help bridge gaps in housing including Paul Kirby Funds, PLUS ONE, SHELTER Plus, etc. Additionally, Housing Navigators coordinate housing needs with multi-disciplinary teams including but not limited to non-medical case managers, medical case managers, medical professionals, mental health professionals, legal liaisons, other HIV service or community providers, and client's family members and/or loved ones. This integrated approach aids in delivering a more comprehensive service to each client.

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In addition, the Housing Navigator may refer internally to the following programs that aid in housing stabilization and homeless prevention:

-Best Single Source (BSS+): Internal referral to this collaborative program aiding in homeless prevention.
-Coordinated Assessment: Community system that ranks individuals who are homeless based on need and connects them with Permanent Supportive Housing or Rapid Re-Housing. The assessment may lead to entry into the HOPWA Tenant Based Rental Assistance (TBRA) program.

****Client Monitoring to Assess Plan Effectiveness and Plan Re-Evaluation/Revision***

The Housing Navigator closely monitors the client's action on housing service plan goals and reevaluates the effectiveness of the housing service plan as services continue. Based on client input, service plan goals and tasks are revised, and include actions to address any service utilization issues noted. The housing service plan is updated upon significant change in the client's situation and closed when appropriate.

Frequency of these service activities

NMCM - Housing Navigation Services services are an partnership between the Housing Navigator and client and are focused on obtaining placement in safe and stable housing for the client. Depending on the situation and needs of the client, contact may be frequent, regular, or periodic.

A client is not exited from Housing Navigation Services until successfully reaching initial, if not long-term, housing goals or is completely lost to follow-up.

Location(s) of these service activities

Services may be provided at any ASA facility in Austin: Main Campus, 7215 Cameron Road, 78752; Springdale Campus, 1023 Springdale Road, Building 14, 78721; and/or Jack Sansing Dental Clinic, 711 West 38th Street, Suite E-4, 78705.

Staff may also provide services in the field in venues that are convenient to the client, such as primary care and specialty clinics, hospitals, nursing facilities, the client's home, and via telephone.

Staffing

Position/Title: Director of Housing Services

Required educational degrees, licensure (if applicable) and other relevant qualifications: Bachelor's degree required, preferably in human services or related field. Grant management experience required. Grant writing experience preferred. Demonstrated progression of increasing leadership ability during career required. Three or more years of solid program management, including strategic implementation, supervising staff, budgeting, reporting performance measures, program evaluation, and monitoring for quality assurance required.

Job Description: Directs implements and evaluates all programs and services of the department. Responsible for staff evaluation; reviews financial assistance; formulate budgets and implements program modifications according to budget constraints; coordinates QM activities, including chart reviews. Monitors performance of programs to include output and outcomes, manages budgets and writes variance reports. Develops/implements and revises departmental policies and procedures. Member of the Quality Management Guidance Team.

Job Description: The Director of Housing Services oversees, guides, and supervises the planning, management, operation, budgeting, funding, and reporting for all Housing Services programs which include, Housing for People with AIDS (HOPWA), Tenant-Based Rental Assistance (TBRA), Short-Term Rental Assistance (STRA), Best-Single Source Plus, Onward, and Mortgage & Utility Centralization programs. This position works with the program manager and staff in overseeing the day-to-day operations of the department in hiring, onboarding, training, and supporting a diverse, culturally responsive and reflective workforce. The Director of Housing Services is the Housing Services operational leader on the Executive Strategy Team, participates in overall agency planning, budgeting, and funding strategies, and represents the agency and the Housing Services department in the community.

Position/Title: Housing Program Manager

Required educational degrees, licensure (if applicable), and other relevant qualifications: Bachelor's degree in social services, health and human services, or related field required; two or more years of supervisory/leadership experience required;

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experience working with community housing programs required.

Job Description: The Housing Program Manager is responsible for day-to-day operations of the housing programs; oversight and evaluation of program staff; and planning, management, operation, budgeting, funding, and reporting for the housing programs. This manager participates in the agency's Management and Leadership Teams to facilitate decision making to address agency-wide issues and operations.

Position/Title: Housing Navigator

Required educational degrees, licensure (if applicable), and other relevant qualifications: Bachelor's degree in social work, psychology, counseling, or related field. One year of experience preferred; licensure (e.g., LBSW, LMSW, or LPC) desirable but not required; experience working with individuals of diverse cultures, ethnicities, socioeconomic backgrounds, sexual orientations, and gender identities and/or expressions preferred; experience working with clients with substance use disorders helpful; training in harm reduction principles and motivational interviewing skills helpful.

Job Description: Performs evaluation of clients' housing needs, develops housing care plans, makes referrals to additional levels of care/social services, develops and assists clients in achieving housing care plan goals, reassesses and reevaluates client needs periodically. Enters client data into Provide.

Quality Management

ASA will participate in the HIV Resources Administration Unit's (HRAU) Clinical Quality Management (CQM) Program, all related trainings, and other requirements including attendance at regular CQI Committee meetings and ad hoc subcommittee meetings. ASA will participate in HRAU's consumer satisfaction survey process and provide requested assistance and data related to the Administrative Agent's CQM Program activities. ASA will provide HRAU with an agency-specific CQM Plan that is updated annually, identifies goals and objectives for improvement in quality of services, addresses identified consumer needs, and aligns with the goals of the Austin HIV Services CQM Plan. ASA's CQM Plan will show evidence of consumer input from consumer satisfaction surveys, needs assessments, focus groups, consumer advisory boards, or other consumer involvement mechanisms.

The overall responsibility and leadership for ASA's Quality Management (QM) program lies with Chief Programs Officer, who authorizes the Quality Management Guidance Team (QMGT) to plan, assess, measure, and implement performance improvements throughout the entire agency, while providing the necessary resources and support to fulfill these functions.

The Quality Management Plan seeks to improve service performance through collecting and evaluating data, identifying service problems based on the collected data, using quality improvement processes to address service delivery issues, and following up to ensure improvements are sustained. The agency plan is designed annually with target goals and quality improvement activities specific to each funded service. It calls for a review of service category performance measures, an analysis of this data, and recommendations for service improvements. The plan indicates that the team oversees an annual update and revision of program policies and procedures. At the end of each year, the plan is evaluated to determine the achievement of service specific goals and to make recommendations for further service enhancement.

The Case Management program conducts file reviews for compliance with all Austin TGA/HSDA Service Standards. 25% of files for unduplicated clients served are reviewed annually. This quality measure ensures compliance and quality of client data and care. Any trends identified during the calendar year are reviewed at the programmatic level with the program director and changes implemented when appropriate.

In addition, the case management program has set an internal goal centered around viral suppression: 85% of Case Management clients served in 2019 that had a viral load test on file will reach viral suppression (<200 copies/mL). **Responsible Staff:** Director of Access Services; Access Services Manager, Case Management Coordinator, RN Medical Case Manager, Case Managers. Tracking this goal ensures provided services and the chosen intervention(s) are helping move clients along the continuum of care.

ASA has reviewed the applicable Austin Area Service Standards, agrees to observe them, and agrees that they are incorporated by reference. ASA shall provide training to staff on applicable Service Standards related to their positions, including within ninety (90) calendar days of receipt of the Service Standards from HRAU, within thirty (30) calendar days of new employee hire date, and at least annually thereafter. Documentation of current Service Standards training shall be maintained and reported as required by HRAU.

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All new staff are provided non-medical case management standards of care during the onboarding process and receive an hour-long training with their immediate supervisor on these within 30 calendar days of hire. When changes occur to standards all staff are trained on changes within 90 calendar days of receiving the updated standards from APH. All staff receive an annual training on service standards.

HRSA/HAB Ryan White Program Monitoring Standards

The services under this Agreement are subject to all Ryan White National Monitoring Standards unless notified otherwise in writing by HRAU for the purposes of Housing Navigation Subservices. ASA will observe all applicable HRSA/HAB Ryan White National Monitoring Standards as posted on the HRSA/HAB website and as clarified or amended by the HIV Resources Administration Unit.

Services funded by City of Austin General Funds through this Housing Navigation Program are subject to an alternate Service Standard for Non-Medical Case Management - Housing Navigation Subservices.

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Client Eligibility

ASA follows standard Austin TGA Ryan White HIV/AIDS Program eligibility policies and requirements for clients who receive services under this Agreement. Eligibility guidelines and requirements are outlined in Austin Public Health/HIV Resources Administration Unit/HIV Planning Council Policies, Service Standards, Directives, and Agreement Terms & Conditions. All official, applicable guidance related to client eligibility is incorporated by reference.

ASA maintains documentation of the following core eligibility requirements for anyone wishing to access Case Management Program (CMP) services:

- * HIV-positive diagnosis - Client must be HIV-positive;
- * Verification of Identity - Client must be able to provide proof of identity;
- * Verification of Residency - Client must be able to provide proof of residency in the City of Austin Full Purpose Jurisdiction and/or Travis County;
- * Verification of Income - Client must be able to provide proof of current household income and/or lack of income; and,
- * Verification of Insurance status - Client must provide proof of insurance or lack of insurance.

Staff collects supporting documentation to confirm client eligibility. Clients who do not have the appropriate eligibility documentation at intake are enrolled into the CMP on a conditional basis for a maximum of 30 days while ASA staff assist in accessing and collecting all required documentation.

Target Populations

The core target population is PLWH residing in the City of Austin Full Purpose Jurisdiction and/or Travis County.

Specific target populations for the CMP under this Agreement mirror key populations disproportionately affected by HIV/AIDS as outlined in the 2017-2021 Austin TGA Integrated Prevention and Care Plan and the National HIV/AIDS Strategy. These populations may not have equal access to resources that support treatment adherence and/or viral suppression. Specific target populations for the Case Management Program (CMP) include:

-African American/Black individuals: According to the Centers for Disease Control and Prevention, this population accounts for a higher proportion of new HIV diagnoses compared to other races and ethnicities. Two main challenges may contribute to the higher rates of HIV infection among this population: 1) greater numbers of HIV prevalence in the population combined with the tendency to have sex with partners of the same race/ethnicity, and 2) higher poverty rates and limited access to quality healthcare, housing and prevention.

-Hispanic/Latinx individuals: Also according to the Centers for Disease Control and Prevention, this population accounts for a one quarter of all new HIV diagnoses. Challenges contributing to the higher rates of HIV infection among Hispanic include poverty, migration patterns, lower education levels, language barriers, and undocumented status that engenders fear of visibility and taking advantage of services that individuals believe may require legal residency.

-Transgender individuals: Beyond typical risk factors such as multiple sexual partners and unprotected sex, many transgender individuals have additional risk factors for HIV infection and transmission such as injection of hormones or drugs using shared syringes, commercial sex work, and an increased risk of violence based on gender identity. Additionally, the transgender population faces additional stigma, discrimination, social rejection, and exclusion.

-People experiencing substance abuse issues: Substance abuse disorder comes with problematic patterns of behavior that increase the risk of HIV infection and transmission. Injection drug use can be a direct route of HIV transmission. Substance abuse can accelerate HIV disease progression, affect adherence to treatment, and degenerate overall health.

-People who are experiencing homelessness: The conditions experienced by those who are homeless or housing insecure may increase the risk of contracting HIV as higher rates of substance use disorders are found for this population. For homeless or otherwise housing-insecure PLWH, factors such as poor hygiene, malnutrition, and exposure to weather elements increase the risk for becoming ill and additional health complications. Lack of stability in basic needs such as

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shelter and food can make treatment adherence and viral suppression a secondary concern until solutions to such basic needs are met.

Service Category Activities

Service activities linked to Budget Justification

The CMP is responsive to the immediate needs of PLWH and includes the provision of advocacy and assistance in obtaining medical, housing, social, community, legal, financial, and other needed services through Non-Medical Case Management Services (NMCMS). ASA's CMP employs a client-centered, strengths-based model designed to address the specific needs of each client.

Eligibility & Intake staff conduct initial screening with potential clients in person or by phone to determine eligibility and service needs. If a potential client is determined to need ASA's CMP services, an intake appointment is scheduled within ten working days of the initial contact. Individuals who are not eligible for ASA services are referred to other community resources as necessary and appropriate.

Eligibility determination includes all parameters referenced above, but also reviews the presenting problem as indicated by the person and/or referral source; homelessness, HIV disease stage and medical need; household size; and history of mental health, substance abuse, and/or domestic violence when indicated. If a potential client identifies housing as the only need, they are connected with a Housing Navigator for intake.

At intake, staff gather information about the client's current level of functioning, willingness to participate in the CMP and care plan goals, the quality of support given by family and significant others, and public/private benefit eligibility. Further documentation includes the client's preferred language, literacy level, household members, emergency contacts, and health care and social service providers. Additionally, a signed consent to receive services is collected. All clients are provided with the Client Bill of Rights, the Client Confidentiality Policy, HIPAA Policy, and Client Grievance Policy and Procedure, contained in the ASA Client Handbook.

Emergency/Critical Referrals - Staff make immediate referrals in the following situations:

- * Client is in acute need of psychiatric or medical care;
- * Client has less than 10 days of prescribed medications;
- * Client indicates they could be a danger to themselves or others;
- * Client is homeless or faces an impending eviction or utility termination
- * Client indicates they have no food

A temporary Care Plan may be executed following completion of an intake based upon the immediate needs or concerns. However, a full Care Plan will be devised and implemented within 30 days of intake as described below.

Key activities of the CMP include:

- * Development of Initial Comprehensive Assessment
- * Development of Comprehensive, Individualized Care Plan
- * Coordination of services required to implement the plan (Multidisciplinary Teams)
- * Client monitoring to assess plan effectiveness and plan re-evaluation/revision
- * Comprehensive Reassessment

Clients are assigned to a Case Manager based on multiple factors, including cultural background and language needs, eligibility, and identified service needs. The maximum caseload for any individual Case Manager is 40 clients. Clients are co-case managed by a Housing Navigator if they are assessed to be experiencing an emergency housing situation.

Expanding upon the information gathered during the initial intake visit, case management staff complete an initial comprehensive assessment for all clients entering services. The initial assessment provides a broader base of knowledge needed to address complex, longer-standing psychosocial needs. Information obtained during the initial assessment, as well as ongoing reassessments conducted by assigned case managers, are used to develop a comprehensive, individualized care plan with the client, which assists in the coordination of the continuum of care. The case manager completes the assessment within 30 calendar days of intake date. This period allows the case manager to assess client health status over time and

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collect more in-depth information in order to address complex client medical, mental health and substance abuse needs. Case Management staff complete a substance abuse/mental health screening tool during the comprehensive assessment process. If the client screens positive on this tool, case management staff immediately refer the client to mental health counseling services (ASA, Waterloo Counseling Center, or Integral Care) or substance use (Integral Care) services unless the client refuses the referral. In the latter case, the client's signature documents their refusal for service referral. Case managers continue to build rapport with their clients in order to assess for readiness for mental health counseling and for appropriate access into care. At the time the client indicates readiness, the referral is made again.

Care plans are a critical component of case management activities as they guide both the client and the case manager with an approach that is proactive to addressing the client's needs. The case manager and the client use the Initial Comprehensive Assessment to collaboratively develop a care plan for the client based on need and client readiness. Client needs identified in Assessment/ Reassessment are prioritized and translated into a care plan which defines specific goals, objectives, and activities to meet those needs. The client and the case manager actively work together to develop and implement the care plan.

Care plans are negotiated in person with clients to further encourage active participation and self-empowerment. Both the client and the case manager sign off on the care plan to verify agreement and understanding. Care plans are living documents for planning and tracking client goals, tasks, and outcomes for specified and identified needs. A copy is provided to the client to emphasize client participation in partnership with the case manager. The care plan is updated when outcomes are achieved and revised/amended in response to changes in the client's life circumstances or goals. Tasks and referrals are updated as identified or completed, and not at set intervals. The individualized care plan must be thoroughly completed within 45 calendar days of the client's initial intake date.

Acuity Scale Assessment: Staff utilize the Texas Case Management Acuity Scale developed by the Texas Department of State Health Services to determine the appropriate level of case management support to aid clients in accessing and maintaining quality medical care and HIV disease management services. In addition to defining the level of CMP services needed by a client, acuity is used to help ensure that case management caseloads are distributed evenly. Clients with a high acuity score require more time and impact the Case Manager's ability to work with additional clients. Case Managers use information collected from the client, significant others, and medical/support service providers to determine acuity scores for each client.

Acuity Scale Guidelines

Level, Stratification, Contact Frequency

- 0: Acuity Scale Score: 0-9, Case Management not indicated; no case management services will be provided.
- 1: Acuity Scale Score: 10-18, Basic Case Management; projected program enrollment 3-6 months; minimum contact every 90 days to re-assess acuity unless otherwise indicated.
- 2: Acuity Scale Score: 19-36, Moderate Case Management; projected program enrollment 6-9 months; minimum contact every 60 days to re-assess acuity unless otherwise indicated.
- 3: Acuity Scale Score: 37-54, Comprehensive Case Management; projected program enrollment 9-12 months; minimum contact every 45 days to re-assess acuity unless otherwise indicated.

In order to implement care plans, Case Managers coordinate services by referring clients to appropriate resources and ensuring linkage to those services. Staff educates clients about the eligibility criteria and process, assists in completion of applications, advocates on the client's behalf, and follows up on referrals to monitor client progress and address barriers. The Case Manager provides advice and assistance in obtaining medical, social, community, legal, financial, and other needed services, such as public benefits (e.g. Medicare, Medicaid, Social Security Supplemental or Disability Income). Case Managers also coordinate with multi-disciplinary teams including but not limited to medical case managers, medical professionals mental health professionals, legal liaisons, other HIV Service/Community providers, and client's family members/loved ones. This approach aids in delivering a more comprehensive service to the client. Furthermore, Case Managers go a step further and educate the client on coordinating services for themselves in order to reach self-sufficiency insofar as possible.

Case managers assist clients in the completion of applications for commonly needed services, including food stamps, taxi vouchers, housing through Project Transitions (an Austin-area nonprofit that provides hospice, housing and support to

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PLWH), Housing Opportunities for People Living with AIDS (HOPWA), Best Single Source Plus, Section 8 and public housing, Meals on Wheels and More, Capital Area AIDS Legal Project (CAALP), Texas HIV Medication Program (ADAP), and Capital Metro's Metro Access transportation program.

Regular communication by telephone and/or in person is maintained with clients to assess progress, establish rapport, and foster self-advocacy and increase self-sufficiency skills. Staff provide services in venues that are convenient to the client, which include telephone contact and office, clinic, hospital, and home visits.

Case managers provide referrals to clients as determined appropriate or necessary. Referrals are a mutual decision between the client and case manager in which the client agrees to accept a service referral from the case manager for services not currently being accessed. The case manager utilizes a referral tracking mechanism to monitor completion of all case management referrals to ensure the client follows up and accesses the identified services. The case manager identifies and resolves any barriers clients may have in following through with their referrals and care plan goals. The care plan is updated at a minimum of every six months or upon significant change in the client's situation.

Managers closely monitor client follow through on care plan goals and reevaluate the effectiveness of the care plan as services continue. Based on the reassessment, as needed, the care plan goals and tasks are revised with client input and includes actions to address any service utilization issues noted. Reassessments occur at minimum, every 12 months, while care plan revisions occur at least every 6 months.

Case Managers reassess the client health, mental health, and psychosocial functioning, note changes since the last assessment, and identify new needs. Re-assessment of needs occurs at a minimum on an annual basis for the duration of the client's care in case management services and includes the client and his/her/their family member's needs.

Reassessment includes noting barriers to meeting care plan objectives and evaluating the success of case management interventions. This is also a time to reevaluate the current level of case management services and the need for additional levels. The assessment also includes a review of service utilization such as kept primary medical and specialty care appointments, use of medical nutrition therapy services, and adherence to oral health care visits. Case Managers incorporate client input into the assessment as well as feedback from the primary medical care team, the other assigned case manager, and other support service professionals.

Clients are evaluated by their case manager for closure when they are no longer engaged in active case management services. Clients graduate from the program when care plan goals are achieved, the client can independently resolve his/her issues, and both client and case manager agree that CM services are no longer warranted. Other reasons for closure may include: referral to another case management type of program, client relocation outside of the counties of the Austin TGA, incarceration for greater than three months, client self-determination, ineligibility for services, client becomes lost to care or is no long engaging in services, client death, and/or, in rare cases, agency-initiated termination due to behavioral violations. Case Managers complete a closure summary documenting case closure and reason for closure. Each closure is reviewed by the Case Manager's supervisor and approved as appropriate.

Frequency of these service activities

CMP services are an ongoing partnership between the Case Manager and client and, depending on the needs of the client, may be frequent, regular, or periodic. Care Plan goals and tasks are revised with client input and includes actions to address any service utilization issues noted. Reassessments occur, at minimum, every 12 months. The Acuity Scale guidelines above provides additional information about baseline frequency of service.

A client is not exited from the CMP until successfully reaching critical goals outlined in the Individual Care Plan or is completely lost to follow-up.

Location(s) of these service activities

Services may be provided at any ASA facility in Austin: Main Campus, 7215 Cameron Road, 78752; Springdale Campus, 1023 Springdale Road, Building 14, 78721; and/or Jack Sansing Dental Clinic, 711 West 38th Street, Suite E-4, 78705.

Staff also provide services in the field in venues that are convenient to the client, such as primary care and specialty clinics,

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hospitals, nursing facilities, the client's home, and via telephone.

Staffing

Position/Title: Director of Access Services

Required educational degrees, licensure (if applicable) and other relevant qualifications: Bachelor's degree required, in social work, psychology, counseling, or highly related field, Master's degree preferred; Licensure (LBSW or LMSW) preferred; Eight years of experience in human services field required; Two years of supervisory or clinical experience required; Experience working with clients with substance use and/or mental health issues preferred; Experience in working with culturally and sexually diverse communities preferred; Experience with project management required.

Job Description: Directs implements and evaluates all programs and services of the department. Responsible for staff evaluation; reviews financial assistance; formulate budgets and implements program modifications according to budget constraints; coordinates QM activities, including chart reviews. Monitors performance of programs to include output and outcomes, manages budgets and writes variance reports. Develops/implements and revises departmental policies and procedures. Member of the Quality Management Guidance Team.

Position/Title: Access Services Manager

Required educational degrees, licensure (if applicable), and other relevant qualifications: Master's degree in social work, psychology, counseling, or highly related field required (experience may substitute for education); Licensure (LBSW or LMSW) required; Three years of experience in case management required; Three years of supervisory or clinical experience required; Experience working with clients with substance use and/or mental health issues preferred; Experience with project management preferred.

Job Description: Supervises the medical case management team; leads the quality management efforts for all grants in the department; evaluates program outcome/service delivery for all department grants, completes grant reports, reviews client files, covers for advocacy staff when absent. Provides back-up to Director for health insurance support. Runs and analyzes client level data reports from Provide.

Position/Title: Case Management Coordinator

Required educational degrees, licensure (if applicable), and other relevant qualifications: Bachelor's degree in social work, psychology, counseling, or highly related field required; master's degree preferred; Licensure (e.g., LBSW or LMSW) preferred; Four years of experience in case management required; One year of supervisory or clinical experience preferred; Experience working with clients with substance use and/or mental health issues preferred; Experience with project management preferred.

Job Description: Supervises the non-medical case management team to assist clients with accessing medical care and social services through advocacy, resource linkage, and supportive counseling; Coordinates, approves and tracks financial requests for Paul Kirby Fund, HOPWA, and Plus One funds. Enters client data into Provide.

Position/Title: Case Manager

Required educational degrees, licensure (if applicable), and other relevant qualifications: Bachelor's degree in social work, psychology, counseling, or related field, plus one year of experience, required; Licensure (e.g., LBSW, LMSW, or LPC) desirable but not required; Experience working with individuals of diverse cultures, ethnicities, socioeconomic backgrounds, sexual orientations, and gender identities and/or expressions preferred; Experience working with clients with substance use disorders helpful; Training in harm reduction principles and motivational interviewing skills helpful.

Job Description: Performs initial comprehensive assessment, makes referrals to additional levels of care/social services as appropriate, develops and assists client in achieving care plan goals, reassess and reevaluate client needs periodically. Enters client data into Provide.

Position/Title: Programs Specialist

Required educational degrees, licensure (if applicable) and other relevant qualifications: High school diploma/GED required; two years of college preferred; five years of experience using Microsoft Excel and Word programs required; minimum of 1 year of experience using client database software other than Microsoft Access preferred; minimum of 1 year of accounting experience required; minimum of 1 year of grant reporting experience required.

Job Description: Provides direct service delivery by preparing programmatic reports. Tracking checks/funds for client financial assistance. Maintains all client assistance checks according to HIPAA requirements. Provides agency, program staff and clients with periodic reporting and program expenditure analysis.

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Position/Title: Eligibility & Intake (E&I) Coordinator

Required educational degrees, licensure (if applicable), and other relevant qualifications: Bachelor's degree in social work, psychology, counseling, or related field, plus one year of experience, required; One year of supervisory experience required; Experience with information management, information privacy laws, access and release of information, and technologies; Bilingual/bicultural (English and Spanish) skills strongly preferred; Experience working with individuals of diverse cultures, ethnicities, socioeconomic backgrounds, sexual orientations, and gender identities and/or expressions preferred.

Job Description: Oversees the E&I Team, performs eligibility and intake direct services, makes referrals, provides follow-up to referrals, and provides client health information, and routinely performs quality assurance activities. Enters client data into Provide.

Position/Title: Eligibility & Intake Specialist

Required educational degrees, licensure (if applicable), and other relevant qualifications: High school diploma or GED required; At least one year applicable work experience; Experience with psychosocial assessments, mental health, substance abuse, or HIV disease, or any combination of equivalent education and experience preferred; Experience working with individuals of diverse cultures, ethnicities, socioeconomic backgrounds, sexual orientations, and gender identities and/or expressions preferred.

Job Description: Performs eligibility and intake services, makes referrals and provides client health information, enters client data into Provide, runs reports, analyzes data and performs quality assurance activities.

Position/Title: Client Services Specialist

Required educational degrees, licensure (if applicable), and other relevant qualifications: High school diploma or GED required; 1 year of experience with multi-line phone system required; Experience working with individuals of diverse cultures, ethnicities, socioeconomic backgrounds, sexual orientations, and gender identities and/or expressions preferred; Experience working with clients with substance use disorders helpful.

Job Description: Provides direct programmatic service to clients in screening clients for service eligibility and connects clients to intake processes for agency programs. Receives clients, visitors and community members in person, by phone, and internet, and refers callers to appropriate resources. Enters client data into Provide.

Quality Management

ASA will participate in the Administrative Agent's Clinical Quality Management (CQM) Program, all related trainings, and other requirements including attendance at regular CQI Committee meetings and ad hoc subcommittee meetings. ASA will participate in the Administrative Agent's consumer satisfaction survey process and provide requested assistance and data related to the Administrative Agent's CQM Program activities. ASA will provide the Administrative Agent with an agency-specific CQM Plan that is updated annually, identifies goals and objectives for improvement in quality of services, addresses identified consumer needs, and aligns with the goals of the Austin HIV Services CQM Plan. ASA's CQM Plan will show evidence of consumer input from consumer satisfaction surveys, needs assessments, focus groups, consumer advisory boards, or other consumer involvement mechanisms.

The overall responsibility and leadership for ASA's Quality Management (QM) program lies with Chief Programs Officer, who authorizes the Quality Management Guidance Team (QMGT) to plan, assess, measure, and implement performance improvements throughout the entire agency, while providing the necessary resources and support to fulfill these functions.

The Quality Management Plan seeks to improve service performance through collecting and evaluating data, identifying service problems based on the collected data, using quality improvement processes to address service delivery issues, and following up to ensure improvements are sustained. The agency plan is designed annually with target goals and quality improvement activities specific to each funded service. It calls for a review of service category performance measures, an analysis of this data, and recommendations for service improvements. The plan indicates that the team oversees an annual update and revision of program policies and procedures. At the end of each year, the plan is evaluated to determine the achievement of service specific goals and to make recommendations for further service enhancement.

The Case Management program conducts file reviews for compliance with all Austin TGA/HSDA Service Standards. 25% of files for unduplicated clients served are reviewed annually. This quality measure ensures compliance and quality of client data and care. Any trends identified during the calendar year are reviewed at the programmatic level with the program

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Program Work Statement By Service Category

Period Start Date 4/1/2019

Period End Date 9/30/2022

HIV Service Category SS-Case Management Non-medical

director and changes implemented when appropriate.

In addition, the case management program has set an internal goal centered around viral suppression: 85% of Case Management clients served in 2019 that had a viral load test on file will reach viral suppression (<200 copies/mL).
Responsible Staff: Director of Access Services; Access Services Manager, Case Management Coordinator, RN Medical Case Manager, Case Managers. Tracking this goal ensures provided services and the chosen intervention(s) are helping move clients along the continuum of care.

ASA has reviewed the applicable Austin Area Service Standards, agrees to observe them, and agrees that they are incorporated by reference. ASA shall provide training to staff on applicable Service Standards related to their positions, including within ninety (90) calendar days of receipt of the Service Standards from HRAU, within thirty (30) calendar days of new employee hire date, and at least annually thereafter. Documentation of current Service Standards training shall be maintained and reported as required by HRAU.

All new staff are provided non-medical case management standards of care during the onboarding process and receive an hour-long training with their immediate supervisor on these within 30 calendar days of hire. When changes occur to standards all staff are trained on changes within 90 calendar days of receiving the updated standards from APH. All staff receive an annual training on service standards.

HRSA/HAB Ryan White Program Monitoring Standards

The services under this Agreement are subject to all Ryan White National Monitoring Standards. ASA will observe all applicable HRSA/HAB Ryan White National Monitoring Standards as posted on the HRSA/HAB website and as clarified or amended by the HIV Resources Administration Unit.

Created: 5/27/2019 7:11:00 PM ***Last Modified:*** 5/31/2019 6:04:00 PM

Program Performance Measures For HIV Service Category

GF-Early Intervention and Non-Medical Case Management Services
(Early Intervention Services)

Program Name:		GF-Early Intervention and Non-Medical Case Management Services				
Service Category:		Early Intervention Services				
Contract Start Date:		4/1/2019				
Contract End Date:		9/30/2022				
		Period 1 Goal	Period 2 Goal	Period 3 Goal	Period 4 Goal	Total Contract (Total Unduplicated Clients or Units of Service)
OUTPUTS		04/01/2019 - 09/30/2019	10/01/2019 - 09/30/2020	10/01/2020 - 09/30/2021	10/01/2020 - 09/30/2022	04/01/2019 - 09/30/2022
Output Measure 1: Units of Service	AIDS Services of Austin will provide 1,929 Units of Early Intervention Services (EIS) between April 1, 2019 and September 30, 2022. 1 Unit = 1 encounter with HIV positive person not linked to care	270	553	553	553	1,929
How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 1)	<p>ASA's EIS program captures all client-related activities through Data Collection Forms and units of service (as services provided) in the Provide Enterprise (PE) database. Data Collection forms document race, ethnicity, gender, age and location for all encounters. The monthly total is tallied and provided to the Director of Health Promotion. The number of units is reported to the Finance Department staff who completes and submits the monthly grant reports to the Austin Public Health, HIV Resources Administration Unit.</p> <p>Unit of service category types for EIS include:</p> <ul style="list-style-type: none"> * Street Outreach Encounter: One encounter with a client in the community for the purposes of discussing HIV and collecting demographic information. * Educational Class Encounter: One encounter per individual participating in an HIV health education class, at which demographic information is also collected. * HIV Testing and Counseling: Once encounter per client tested for HIV and receiving their test results and counseling. * Intake Encounter: One encounter per client to enroll them into services. <p>Resources include the time of the EIS staff, the Director of Health Promotion, the Senior Programs Analyst, Director of Grant Resources, and Finance Department staff.</p> <p>The Program manager tracks all intake data in the EIS programmatic database in order to ensure the team is on track to meet performance goals.</p>					

Program Performance Measures For HIV Service Category

Output Measure 2: Newly Diagnosed UDC	ASA will identify 24 individuals who are newly diagnosed with HIV disease between April 1, 2019 and September 30, 2022	3	7	7	7	24
How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 2)	<p>EIS staff will enter unduplicated clients into Provide database. The monthly total is tallied and provided to the Director of Health Promotion. The number of unduplicated clients will then be reported to the Finance Department staff who completes and submits the monthly grant reports to the Austin Public Health, HIV Resources Administration Unit.</p> <p>Resources include the time of the EIS staff, the Director of Health Promotion, the Senior Programs Analyst, Director of Grant Resources, and Finance Department, staff.</p> <p>The Program Manager tracks all intake data in the EIS programmatic database in order to ensure the team is on track to meet performance goals.</p>					
Output Measure 3: Out-of-Care UDC	ASA will identify 80 unduplicated persons with known HIV-positive status who are out-of-care between April 1, 2019 and September 30, 2022	11	23	23	23	80
How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 3)	<p>EIS staff will enter unduplicated clients into Provide database. The monthly total is tallied and provided to the Director of Health Promotion. The number of unduplicated clients will then be reported to the Finance Department staff who completes and submits the monthly grant reports to the Austin Public Health, HIV Resources Administration Unit.</p> <p>Resources include the time of the EIS staff, the Director of Health Promotion, the Senior Programs Analyst, Director of Grant Resources, and Finance Department, staff.</p> <p>The Program Manager tracks all intake data in the EIS programmatic database in order to ensure the team is on track to meet performance goals.</p>					

Program Performance Measures For HIV Service Category

		Period 1 Goal	Period 2 Goal	Period 3 Goal	Period 4 Goal	Total Contract Outcomes
OUTCOMES		04/01/2019 - 09/30/2019	10/01/2019 - 09/20/2020	10/01/2020 - 09/20/2021	10/01/2021- 09/30/2022	04/01/2019 - 09/30/2022
Outcome 1:	Percentage of out-of-care EIS clients who attend a routine HIV medical care visit within 3 months of initial encounter Outcome Target: 85%			1		
	Outcome Numerator 1:	10	20	20	20	70
	Outcome Denominator 1:	11	23	23	23	80
	Outcome Rate 1:	91%	87%	87%	87%	88%
What data will be collected, analyzed, and reported in order to assess this outcome? (Outcome 1)	Numerator: Number of out-of-care EIS clients who attended a routine HIV medical care visit within three months of initial encounter Denominator: Number of out-of-care EIS clients with initial encounter in a 12-month measurement year Client Exclusions: None EIS staff will collect data to include the number of clients who are linked to primary medical care as a result of services. Clients are considered successfully linked to primary medical care after clients have attended their medical appointment with an HIV Medical Provider.					
How will the data be collected and compiled for this outcome measure (include description of resources and tools used)? (Outcome 1)	Data will be collected by EIS staff at the time of the initial HIV primary medical care intake appointment. The staff attends these appointments so has firsthand knowledge of client kept appointments. This staff person will document this medical information in outcomes and progress notes in the electronic file. The Testing and Linkage Program Manager will use the Provide database track and report on the number of clients who attended the primary medical care appointment and the number of unduplicated clients served. Once the percentage is determined, it will then be reported to Austin Public Health, HIV Resources Administration Unit.					
At what point(s) or times(s) in the service delivery sequence will the data be collected and evaluated? (Outcome 1)	The data will be collected when the EIS staff person has verified that the appointment for primary medical care is kept. The Testing and Linkage Program Manager will evaluate and report the data on a quarterly basis.					

Program Performance Measures For HIV Service Category

Outcome 2:	Percentage of newly diagnosed EIS clients who attend a routine HIV medical care visit within one month of diagnosis Outcome Target: 85%					
		Outcome Numerator 2:	3	6	6	21
		Outcome Denominator 2:	3	7	7	24
		Outcome Rate 2:	100%	86%	86%	88%
What data will be collected, analyzed, and reported in order to assess this outcome? (Outcome 2)	<p>Numerator: Number of clients who attended a routine HIV medical care visit within one month of diagnosis</p> <p>Denominator: Number of clients, regardless of age, with a HIV diagnosis in a 12-month measurement year</p> <p>Client Exclusions: None</p> <p>EIS staff will collect data to include the number of clients who are linked to primary medical care as a result of services. Clients are considered successfully linked to primary medical care after clients have attended their medical appointment with a HIV Medical Provider.</p>					
How will the data be collected and compiled for this outcome measure (include description of resources and tools used)? (Outcome 2)	Data will be collected by EIS staff at the time of the initial HIV primary medical care intake appointment. The staff attends these appointments so has firsthand knowledge of client kept appointments. This staff person will document this medical information in outcomes and progress notes in the electronic file. The Testing and Linkage Program Manager will use the Provide database track and report on the number of clients who attended the primary medical care appointment and the number of unduplicated clients served. Once the percentage is determined, it will then be reported to Austin Public Health, HIV Resources Administration Unit.					
At what point(s) or times(s) in the service delivery sequence will the data be collected and evaluated? (Outcome 2)	The data will be collected when the EIS staff person has verified that the appointment for primary medical care is kept. The Testing and Linkage Program Manager will evaluate and report the data on a quarterly basis.					

Program Performance Measures For HIV Service Category

Program Name:		GF-Early Intervention and Non-Medical Case Management Services				
Service Category:		Non-Medical Case Management (Housing Navigation Subcategory)				
Contract Start Date:		4/1/2019				
Contract End Date:		9/30/2022				
		Period 1 Goal	Period 2 Goal	Period 3 Goal	Period 4 Goal	Total Contract (Total Unduplicated Clients or Units of Service)
OUTPUTS		04/01/2019 - 09/30/2019	10/01/2019 - 09/30/2020	10/01/2020 - 09/30/2021	10/01/2021 - 09/30/2022	04/01/2019 - 09/30/2022
Output Measure 1:	ASA will provide 29,560 units of service of Housing Navigation services between April 1, 2019 and September 30, 2022. 1 Unit of Service = Per 15 minutes	2,200	9,120	9,120	9,120	29,560
How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 1)	<p>Staff collects data by entering units of service by unduplicated client in the "Service Provided" function of Provide Enterprise (PE). Case Managers also document client self-report and medical and social service provider's reports that address progress on and achievement of client service plan goals. Case Managers review care plans every three or six months-determined by need. During the review, staff document, in a progress note, whether the client has achieved one or more of the care plan goals. Using a feature in PE, Case Managers report that the client has achieved the outcome when he/she/they have met one service plan goal. Using the PE reporting function, the Case Management Coordinator will generate a report on the number of units received by clients, number of clients achieving the outcomes, and the total number of unduplicated clients receiving case management services. The PE database contains the client file and includes the data fields necessary to export required information to the ARIES database for reporting and statistical analysis, as required. The number of units, outcomes, and unduplicated clients will then be reported to the Director of Grant Resources who completes and submits monthly grant reports to the HRAU.</p> <p>Resources include staff time of the E&I staff, Case Managers, Housing Navigators, Case Management Coordinator, Access Services Manager, Program Directors, Programs Analyst, and Director of Grant Resources. The tools used to facilitate this process are the PE database and the ARIES database.</p> <p>Both the PE and ARIES databases require individualized log-ins by each staff member to protect client confidentiality. All paper files are kept on site in a locked file room, along with any other documentation containing Protected Health Information. Any physical reports printed from the databases are stored in locking furniture within staff offices requiring a specialized key to further limit general access. All physical PHI is therefore kept behind at least three locks, which meets HIPAA compliance standards.</p> <p>The output data will be used by ASA to determine the impact agency programming has on the population served. The more clients the agency serves, who maintain medical care and are adherent to their medications, the rate of new HIV infections decreases in the community. The units staff produce illustrate the work the agency does to assist these clients in maintaining care. The data also assists the agency in planning for additional funding needs if the current structure is not supporting the community need.</p>					
Output Measure 2:	ASA will serve 100 unduplicated clients through Housing Navigation services between April 1, 2019 and September 30, 2022.	50	100	100	100	100

Program Performance Measures For HIV Service Category

How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 2)	<p>Staff collects data by entering units of service by unduplicated client in the "Service Provided" function of PE. Case Managers also document client self-report and medical and social service provider's reports that address progress on and achievement of client service plan goals. Case Managers review care plans every three or six months-determined by need. During the review, staff document, in a progress note, whether the client has achieved one or more of the care plan goals. Using a feature in PE, Case Managers report that the client has achieved the outcome when he/she/they have met one service plan goal. Using the PE reporting function, the Case Management Coordinator will generate a report on the number of units received by clients, number of clients achieving the outcomes, and the total number of unduplicated clients receiving case management services. The PE database contains the client file and includes the data fields necessary to export required information to the ARIES database for reporting and statistical analysis, as required. The number of units, outcomes, and unduplicated clients will then be reported to the Director of Grant Resources who completes and submits monthly grant reports to the HRAU.</p> <p>Resources include staff time of the E&I staff, Case Managers, Housing Navigators Case Management Coordinator, Access Services Manager, Program Directors, Programs Analyst, and Director of Grant Resources. The tools used to facilitate this process are the PE database and the ARIES database.</p> <p>Both the PE and ARIES databases require individualized log-ins by each staff member to protect client confidentiality. All paper files are kept on site in a locked file room, along with any other documentation containing Protected Health Information. Any physical reports printed from the databases are stored in locking furniture within staff offices requiring a specialized key to further limit general access. All physical PHI is therefore kept behind at least three locks, which meets HIPAA compliance standards.</p> <p>The output data will be used by ASA to determine the impact agency programming has on the population served. The more clients the agency serves, who maintain medical care and are adherent to their medications, the rate of new HIV infections decreases in the community. The units staff produce illustrate the work the agency does to assist these clients in maintaining care. The data also assists the agency in planning for additional funding needs if the current structure is not supporting the community need.</p>					
		Period 1 Goal	Period 2 Goal	Period 3 Goal	Period 4 Goal	Total Contract Outcomes
OUTCOMES		04/01/2019 - 09/30/2019	10/01/2019 - 09/20/2020	10/01/2020 - 09/20/2021	10/01/2021 - 09/30/2022	04/01/2019 - 09/30/2022
Outcome 1:	Percentage of Housing Navigation Services clients, regardless of age, with a diagnosis of HIV who are discharged to a stable living environment. Outcome target: 85%					
	Outcome Numerator 1:	43	85	85	85	85
	Outcome Denominator 1:	50	100	100	100	100
	Outcome Rate 1:	86%	85%	85%	85%	85%
What data will be collected, analyzed, and reported in order to assess this outcome? (Outcome 1)	<p>Numerator: Number of Housing Navigation Services clients in the denominator who are discharged to a stable living environment</p> <p>Denominator: Number clients, regardless of age, with a diagnosis of HIV who receive Housing Navigation Services</p> <p>Client Exclusions: Clients who died at any time during the 12-month measurement period</p>					
How will the data be collected and compiled for this outcome measure (include description of resources and tools used)? (Outcome 1)	<p>Housing Navigators will document the housing status of client at discharge point and record status in Provide Enterprise®. Managers will use a different reporting function to generate the number of clients receiving Housing Navigation and the number of unduplicated clients achieving the outcome. The Provide Enterprise® database contains the client file and includes the data fields necessary to enter or export required information to ARIES for statistical analysis as required by Austin Public Health HRAU.</p>					
At what point(s) or times(s) in the service delivery sequence will the data be collected and evaluated? (Outcome 1)	Data is collected by the Housing Navigators at the individual housing situation at discharge and/or case closure. Program managers evaluate and report on data based upon the Provide Enterprise® reporting function at the end of each quarter.					

Program Performance Measures For HIV Service Category

GF-Early Intervention and Non-Medical Case Management Services
(Non-Medical Case Management Services)

Program Name:		GF-Early Intervention and Non-Medical Case Management Services				
Service Category:		Non-Medical Case Management				
Contract Start Date:		4/1/2019				
Contract End Date:		9/30/2022				
		Period 1 Goal	Period 2 Goal	Period 3 Goal	Period 4 Goal	Total Contract (Total Unduplicated Clients or Units of Service)
OUTPUTS		04/01/2019 - 09/30/2019	10/01/2019 - 09/30/2020	10/01/2020 - 09/30/2021	10/01/2021 - 09/30/2022	04/01/2019 - 09/30/2022
Output Measure 1:	ASA will provide 19,041 units of service of Non-Medical Case Management between April 1, 2019 and September 30, 2022. 1 Unit of Service = Per 15 minutes	2,712	5,443	5,443	5,443	19,041
How will the data be collected and compiled for this output measure (Include description of resources and tools used)? (Output 1)	<p>Staff collect data by entering units of service by unduplicated client in the "Service Provided" function of Provide Enterprise® (PE). Case Managers also document client self-report and medical and social service provider's reports that address progress on and achievement of client service plan goals. Case Managers review care plans every three or six months-determined by need. During the review, staff document, in a progress note, whether the client has achieved one or more of the care plan goals. Using a feature in PE, Case Managers report that the client has achieved the outcome when he/she/they have met one service plan goal. Using the PE reporting function, the Case Management Coordinator will generate a report on the number of units received by clients, number of clients achieving the outcomes, and the total number of unduplicated clients receiving case management services. The PE database contains the client file and includes the data fields necessary to export required information to the ARIES database for reporting and statistical analysis, as required. The number of units, outcomes, and unduplicated clients will then be reported to the Director of Grant Resources who completes and submits monthly grant reports to the HRAU.</p> <p>Resources include staff time of the E&I staff, Case Managers, Housing Navigators, Case Management Coordinator, Access Services Manager, Program Directors, Programs Analyst, and Director of Grant Resources. The tools used to facilitate this process are the PE database and the ARIES database.</p> <p>Both the PE and ARIES databases require individualized log-ins by each staff member to protect client confidentiality. All paper files are kept on site in a locked file room, along with any other documentation containing Protected Health Information (PHI). Any physical reports printed from the databases are stored in locking furniture within staff offices requiring a specialized key to further limit general access. All physical PHI is therefore kept behind at least three locks, which meets HIPAA compliance standards.</p> <p>The output data will be used by ASA to determine the impact agency programming has on the population served. The more clients maintain medical care and are adherent to their medications, the more the rate of new HIV infections decreases in the community. The units staff produce illustrate the work the agency does to assist these clients in maintaining care. The data also assist the agency in planning for additional funding needs, if the current structure is not supporting the community need.</p>					
Output Measure 2:	ASA will serve 200 unduplicated clients with Non-Medical Case Management between April 1, 2019 and September 30, 2022.	100	200	200	200	200

Program Performance Measures For HIV Service Category

How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 2)	<p>Staff collect data by entering units of service by unduplicated client in the "Service Provided" function of PE. Case Managers also document client self-report and medical and social service provider's reports that address progress on and achievement of client service plan goals. Case Managers review care plans every three or six months-determined by need. During the review, staff document, in a progress note, whether the client has achieved one or more of the care plan goals. Using a feature in PE, Case Managers report that the client has achieved the outcome when he/she/they have met one service plan goal. Using the PE reporting function, the Case Management Coordinator will generate a report on the number of units received by clients, number of clients achieving the outcomes, and the total number of unduplicated clients receiving case management services. The PE database contains the client file and includes the data fields necessary to export required information to the ARIES database for reporting and statistical analysis, as required. The number of units, outcomes, and unduplicated clients will then be reported to the Director of Grant Resources who completes and submits monthly grant reports to the HRAU.</p> <p>Resources include staff time of the E&I staff, Case Managers, Housing Navigators Case Management Coordinator, Access Services Manager, Program Directors, Programs Analyst, and Director of Grant Resources. The tools used to facilitate this process are the PE database and the ARIES database.</p> <p>Both the PE and ARIES databases require individualized log-ins by each staff member to protect client confidentiality. All paper files are kept on site in a locked file room, along with any other documentation containing Protected Health Information (PHI). Any physical reports printed from the databases are stored in locking furniture within staff offices requiring a specialized key to further limit general access. All physical PHI is therefore kept behind at least three locks, which meets HIPAA compliance standards.</p> <p>The output data will be used by ASA to determine the impact agency programming has on the population served. The more clients maintain medical care and are adherent to their medications, the more the rate of new HIV infections decreases in the community. The units staff produce illustrate the work the agency does to assist these clients in maintaining care. The data also assist the agency in planning for additional funding needs if the current structure is not supporting the community need.</p>					
		Period 1 Goal	Period 2 Goal	Period 3 Goal	Period 4 Goal	Total Contract Outcomes
OUTCOMES		04/01/2019 - 09/30/2019	10/01/2019 - 09/30/2020	10/01/2020 - 09/30/2021	10/01/2021 - 09/30/2022	04/01/2019 - 09/30/2022
Outcome 1:	Percentage of non-medical case management clients, regardless of age, with a diagnosis of HIV who had at least one medical visit in each 6-month period of the 12-month measurement period with a minimum of 60 days between medical visits. Outcome target: 85%					
	Outcome Numerator 1:	85	170	170	170	170
	Outcome Denominator 1:	100	200	200	200	200
	Outcome Rate 1:	85%	85%	85%	85%	85%
What data will be collected, analyzed, and reported in order to assess this outcome? (Outcome 1)	<p>Numerator: Number of non-medical case management clients in the denominator who had at least one medical visit in each 6-month period of the 12-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period</p> <p>Denominator: Number of non-medical case management clients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 12-month measurement period</p> <p>Client Exclusions: Clients who died at any time during the 12-month measurement period</p>					
How will the data be collected and compiled for this outcome measure (include description of resources and tools used)? (Outcome 1)	<p>Non-Medical Case Managers will work with clients to identify maintaining HIV medical visit appointments as a goal in the care plan. Progress notes and care plans will reflect progress made in achievement of this goal and exceptions, including reasons for not attaining goal. Non-Medical Case Managers will collect information that documents client kept medical visits in Provide Enterprise®.</p> <p>Non-Medical Case Managers will document client medical provider reports, medical visit billing information, and ARIES data fields (with client permission) that verify kept medical appointments by clients. Non-Medical Case Managers will document this medical information through a reporting function in Provide Enterprise®. Managers will use a different reporting function to generate the number of clients receiving Case Management Non-Medical and the number of unduplicated clients achieving the outcome. The Provide Enterprise® database contains the client file and includes the data fields necessary to enter or export required information to ARIES for statistical analysis as required by Austin Public Health.</p> <p>Resources include the staff time of the intake staff, Non-Medical Case Managers, the Case Management Coordinator, the Access Services Manager, the</p>					
At what point(s) or times(s) in the service delivery sequence will the data be collected and evaluated? (Outcome 1)	Data is collected by the Non-Medical Case Manager at the individual frequency of client medical appointments. The Non-Medical Case Managers discuss client medical appointments at each encounter and documents client kept medical visits in Provide Enterprise®. Program managers evaluate and report on data based upon the Provide Enterprise® reporting function at the end of each quarter.					

PROGRAM BUDGET AND NARRATIVE

Contractor Name:	AIDS Services of Austin, Inc.				
Program Name:	GF-Early Intervention and Non-Medical Case Management Services				
Service Category:	Early Intervention Services				
Contract Period Start:	4/1/2019				
Contract Period End:	9/30/2022				
	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	TOTAL CONTRACT
	4/1/2019-9/30/2019	10/1/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2-21-9/30/2022	4/1/2019-9/30/2022
Salaries	\$ 23,818.00	\$ 47,638.00	\$ 47,638.00	\$ 47,638.00	\$ 166,732.00
Fringe	\$ 7,276.00	\$ 14,552.00	\$ 14,552.00	\$ 14,552.00	\$ 50,932.00
Personnel Subtotal	\$ 31,094.00	\$ 62,190.00	\$ 62,190.00	\$ 62,190.00	\$ 217,664.00
Travel - Local	\$ 175.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 1,225.00
Travel - Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment > \$5,000 per unit	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 4,305.00	\$ 8,609.00	\$ 8,609.00	\$ 8,609.00	\$ 30,132.00
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Client Assistance	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 9,426.00	\$ 18,851.00	\$ 18,851.00	\$ 18,851.00	\$ 65,979.00
Operating Subtotal	\$ 13,906.00	\$ 27,810.00	\$ 27,810.00	\$ 27,810.00	\$ 97,336.00
Total Budget	\$ 45,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 315,000.00
BUDGET NARRATIVE (DESCRIPTION BY EXPENSE TYPE)					
Salaries	Staff salaries for service delivery and administrative activities related to this service category				
Fringe	Fringe benefits related to above: FICA/Medicare, Retirement, Medical Benefits, Workers' Compensation, Unemployment Insurance				
Travel - Local	Mileage, transportation, and parking reimbursement for staff travel within Travis County				
Travel - Long Distance	N/A				
Equipment > \$5,000 per unit	N/A				
Supplies	Office supplies				
Contractual	N/A				
Direct Client Assistance	N/A				
Other	Equipment Maintenance/Repair, Staff Development, Accounting, Audit, Insurance, Vehicle Maintenance/Repair, IT Expense, Facilities/Occupancy Expense, Utilities, Program supplies, Direct Program Expense, Postage/Freight, Printing/Copying, Storage Expense, Licenses and Permits, Leased Equipment, Staff Recruitment, Staff Development, Staff Recognition, Publicity and Promotions, Cell Phone reimbursement				

PROGRAM BUDGET AND NARRATIVE

Contractor Name:	AIDS Services of Austin, Inc.				
Program Name:	GF-Early Intervention and Non-Medical Case Management Services				
Service Category:	Non-Medical Case Management (Housing Navigation Subcategory)				
Contract Period Start:	4/1/2019				
Contract Period End:	9/30/2022				
	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	TOTAL CONTRACT
	4/1/2019-9/30/2019	10/1/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2-21-9/30/2022	4/1/2019-9/30/2022
Salaries	\$ 45,751.68	\$ 91,503.35	\$ 91,503.35	\$ 91,503.35	\$ 320,261.73
Fringe	\$ 10,394.02	\$ 20,788.03	\$ 20,788.03	\$ 20,788.03	\$ 72,758.11
Personnel Subtotal	\$ 56,145.70	\$ 112,291.38	\$ 112,291.38	\$ 112,291.38	\$ 393,019.84
Travel - Local	\$ 419.33	\$ 838.66	\$ 838.66	\$ 838.66	\$ 2,935.31
Travel - Long Distance					\$ -
Equipment > \$5,000 per unit					\$ -
Supplies	\$ 275.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 1,925.00
Contractual					\$ -
Direct Client Assistance					\$ -
Other	\$ 6,142.97	\$ 12,285.96	\$ 12,285.96	\$ 12,285.96	\$ 43,000.85
Operating Subtotal	\$ 6,837.30	\$ 13,674.62	\$ 13,674.62	\$ 13,674.62	\$ 47,861.16
Total Budget	\$ 62,983.00	\$ 125,966.00	\$ 125,966.00	\$ 125,966.00	\$ 440,881.00
BUDGET NARRATIVE (DESCRIPTION BY EXPENSE TYPE)					
Salaries	Staff salaries for service delivery and administrative activities related to this service category				
Fringe	Fringe benefits related to above: FICA/Medicare, Retirement, Medical Benefits, Workers' Compensation, Unemployment Insurance				
Travel - Local	Mileage, transportation, and parking reimbursement for staff travel within Travis County				
Travel - Long Distance	N/A				
Equipment > \$5,000 per unit	N/A				
Supplies	Office supplies				
Contractual	N/A				
Direct Client Assistance	N/A				
Other	Equipment Maintenance/Repair, Staff Development, Accounting, Audit, Insurance, Vehicle Maintenance/Repair, IT Expense, Facilities/Occupancy Expense, Utilities, Program supplies, Direct Program Expense, Postage/Freight, Printing/Copying, Storage Expense, Licenses and Permits, Leased Equipment, Staff Recruitment, Staff Development, Staff Recognition, Publicity and Promotions, Cell Phone				

PROGRAM BUDGET AND NARRATIVE

Contractor Name:	AIDS Services of Austin, Inc.				
Program Name:	GF-Early Intervention and Non-Medical Case Management Services				
Service Category:	Non-Medical Case Management				
Contract Period Start:	4/1/2019				
Contract Period End:	9/30/2022				
	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	TOTAL CONTRACT
	4/1/2019-9/30/2019	10/1/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2-21-9/30/2022	4/1/2019-9/30/2022
Salaries	\$ 34,106.78	\$ 68,213.55	\$ 68,213.55	\$ 68,213.55	\$ 238,747.43
Fringe	\$ 7,584.48	\$ 15,168.95	\$ 15,168.95	\$ 15,168.95	\$ 53,091.33
Personnel Subtotal	\$ 41,691.26	\$ 83,382.50	\$ 83,382.50	\$ 83,382.50	\$ 291,838.76
Travel - Local	\$ 375.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2,625.00
Travel - Long Distance	\$ -				\$ -
Equipment > \$5,000 per unit	\$ -				\$ -
Supplies	\$ 616.99	\$ 1,233.97	\$ 1,233.97	\$ 1,233.97	\$ 4,318.90
Contractual	\$ -				\$ -
Direct Client Assistance	\$ -				\$ -
Other	\$ 7,316.75	\$ 14,633.53	\$ 14,633.53	\$ 14,633.53	\$ 51,217.34
Operating Subtotal	\$ 8,308.74	\$ 16,617.50	\$ 16,617.50	\$ 16,617.50	\$ 58,161.24
Total Budget	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 350,000.00
BUDGET NARRATIVE (DESCRIPTION BY EXPENSE TYPE)					
Salaries	Staff salaries for service delivery and administrative activities related to this service category				
Fringe	Fringe benefits related to above: FICA/Medicare, Retirement, Medical Benefits, Workers' Compensation, Unemployment Insurance				
Travel - Local	Mileage, transportation, and parking reimbursement for staff travel within Travis County				
Travel - Long Distance	N/A				
Equipment > \$5,000 per unit	N/A				
Supplies	Office supplies				
Contractual	N/A				
Direct Client Assistance	N/A				
Other	Equipment Maintenance/Repair, Staff Development, Accounting, Audit, Insurance, Vehicle Maintenance/Repair, IT Expense, Facilities/Occupancy Expense, Utilities, Program supplies, Direct Program Expense, Postage/Freight, Printing/Copying, Storage Expense, Licenses and Permits, Leased Equipment, Staff Recruitment, Staff Development, Staff Recognition, Publicity and Promotions, Cell Phone				

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

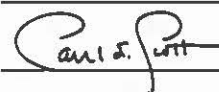
Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10th day of June, 2019

CONTRACTOR
Authorized
Signature

AIDs Services of Austin



Title

Chief Executive Officer

Exhibit E

GENERAL FUND HIV SERVICES MODIFICATIONS TO THE STANDARD APH AGREEMENT

In the Agreement and in this document, "Grantee" refers to the party who will provide services for the City.

1. Section 4.1.1. of the Agreement is deleted in its entirety and replaced by the following:

4.1.1. Grantee may not transfer any funds between different Service Categories without advance written approval from the City. Within a Service Category Budget, line item amounts under the major budget categories of Personnel, Fringe Benefits, Equipment, Travel, Supplies, Contractual and Other can be changed without prior approval, as long as the changes do not exceed ten percent (10%) of the total Service Category Budget. When there is a decrease or increase in a major budget category amount, the change must be recorded on all affected tab sheets under the Approved Budget Allocation column on the HIV Monthly Financial Report. When budget changes cumulatively exceed ten percent (10%) of the total Service Category Budget, Grantee shall submit a written request for Budget reallocation approval by the City's Agreement Manager.

2. Section 4.7.4. of the Agreement is deleted in its entirety and replaced by the following:

4.7.4. The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement, or b) not billed to the City at least five (5) business days before the Grantee's Program Period Closeout Report is submitted or due, whichever comes first.

3. Section 4.7. of the Agreement is modified to add the following as Section 4.7.9.:

4.7.9. Grantee agrees to collect and report program income as required by this Agreement and the Grant, and to list all program income received in its monthly performance and financial reports. The program income is to be returned to the respective HIV/AIDS program and used for eligible program costs. Program income is gross income directly generated by the grant-supported activity or earned as a result of the grant award. Program income includes, but is not limited to, income from fees for services performed such as direct payment, or reimbursements received from Medicaid, Medicare, private insurance or any third-party payers. Direct payment includes, but is not limited to enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Grantee agrees to add program income to Agreement funds and use program income to further eligible project or program objectives. Grantee shall ensure that systems are in place to account for program income. Grantee shall ensure that systems are in place to account for program income. Program income shall be reported on the HIV Services Monthly Financial Summary Report and on other report formats as required by the City.

4. Section 4.8.4. of the Agreement is modified to include the following additional items as specifically **not allowable** with funds under this Agreement:

- 21. Expenses subject to reimbursement by a source other than the City
- 22. Expenses claimed that would supplant other funding sources already in place

5. Section 4.9.2. of the Agreement is deleted in its entirety and replaced by the following:

4.9.2. Payment to the Grantee shall be due thirty (30) calendar days following receipt by Stephanie Hayden, City's Agreement Manager, or designee, of Grantee's fully and accurately completed Expenditure Report and Payment Request, HIV Monthly Financial Summary Report, Monthly Performance Report, AIDS Regional Information and Evaluation System (ARIES) Monthly and Year-To-Date (YTD) Data Reports, and, if applicable, Monthly Expenditure and Performance Variance Report. The payment request and report must be submitted to the City's Agreement Manager no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the calendar month covered by the request and expenditure report, as described in Section 4.2., *Requests for Payment*. If the fifteenth (15th) calendar day falls on a weekend or holiday, the deadline is extended to no later than 5:00 p.m. Central Time of the first weekday immediately following the weekend or holiday. Grantee shall provide supporting documentation as specified by the City's Agreement Manager and must complete the following reports and other activities on a timely basis in order for the Payment Request to be approved and processed:

4.9.2.1. To attain standardized unduplicated client-level data management, the Grantee agrees to use the AIDS Regional Information and Evaluation System (ARIES) or other data management system designated by the City. Grantee shall ensure that complete and correct client-level data are entered into ARIES. Grantee shall enter service delivery data into ARIES or other data management system designated by the City, within five (5) business days of providing the service.

4.9.2.2. Grantee agrees to submit to City any other reports identified by the City.

4.9.2.3. Grantee shall document all referral relationships with points of entry to help identify HIV positive clients, refer them into the health care system, retain subsequent client referral documentation, and make such documentation available for review by the City upon request.

4.9.2.4. Grantee shall determine on a monthly basis that the cumulative number of units of service delivered and the cumulative amount of reimbursement requested both fall within ten percent (10%) below or above the appropriate level at that particular time during the Agreement term for service measure deliverables and projected expenditure spend-down.

4.9.2.5. If an Agreement service is not within the ten percent (10%) level, written explanation must be provided on the Monthly Expenditure and Performance Variance Report.

4.9.2.6. If the cumulative service delivery or amount of reimbursement is not within the ten percent (10%) level, City may require Grantee to either:

- i. submit a revised expenditure plan; or
- ii. amend the budget amount for this Agreement to the amount projected to be expended, as determined by the City.

6. Section 4.9.3. of the Agreement is deleted in its entirety.
7. Section 4.9.4. of the Agreement is deleted in its entirety and replaced by the following:

4.9.4 An Agreement Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/>, or substitute forms designated by the City, shall be completed by the Grantee and submitted to the City within forty-five (45) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

8. Section 4.11. of the Agreement is modified to add the following as 4.11.5.:

4.11.5. Grantee acknowledges that the City and its designee(s) may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Grantee's performance of this Agreement. The City will notify Grantee in writing of any deficiencies noted during such monitoring. Grantee shall respond to the monitoring report by the required deadline. The City will provide technical assistance, upon request, to Grantee and will require or suggest changes in Grantee's program implementation or in Grantee's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. The City will conduct follow-up visits to review and assess the efforts Grantee has made to correct previously noted deficiencies. The City may terminate this Agreement or invoke other remedies in the event monitoring reveals material deficiencies in Grantee's performance or if Grantee fails to correct any deficiency within the time allowed by federal or City laws or regulations.

9. Section 4.12.9 of the Agreement is deleted in its entirety and replaced by the following:

4.12.9. Accessibility of Records and Right to Audit and Monitor

4.12.9.1. Grantee agrees that authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all books, accounts, records, reports, files, (including all client files) and other papers, things, or property belonging to or in use by Grantee pertaining to this Agreement. Upon request, the Grantee agrees to mask client-identifying information in a way that will not obstruct such audit and monitoring activities. The Grantee shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit. Upon termination of this Agreement, all records are property of the City. Unless otherwise requested by the City, records may be disposed of according to applicable regulations on the retention schedule.

4.12.9.2. Grantee shall include all of the provisions of this section in any sub-agreements entered into in connection with the services provided under this Agreement.

10. Section 4.13.2. of the Agreement is deleted in its entirety and replaced by the following:

4.13.2. Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of five thousand dollars (\$5,000) or more per unit in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Closeout Summary Report, due forty-five (45) days after the end of the Agreement Term.

11. The Agreement is modified to include the following as Section 4.14.

4.14. Charges Based on Federal Poverty Guidelines and Maximum Annual Charges. Persons with an income at or below 100% of the current federal poverty line may not be charged for any services covered by this Agreement. All other clients may be charged a fee based on income. The Grantee shall develop a sliding fee schedule based on current federal poverty income guidelines, and a mechanism capable of billing patients and third party payors. Grantee shall make reasonable efforts to collect from patients and third parties. A copy of the proposed fee schedule must be posted in an area accessible to all clients. No client shall be denied services because of an inability to pay. Grantee agrees to limit annual charges to clients based upon an individual client's annual gross income, and on Grantees client schedule of charges, documented annually. Grantee shall ensure that annual charges for HIV care from any and all providers do not exceed ten percent (10%) of an individual's annual gross income, based on billing documentation provided by clients. Grantee shall limit the annual cumulative charges to an individual for HIV-related services as provided in the following table:

Client Income	Maximum Charge (annual cap)
At or below 100% of Federal Poverty Level (FPL)	\$0
101% to 200% of FPL	No more than 5% of gross annual income
201% to 300% of FPL	No more than 7% of gross annual income
Over 300% of FPL	No more than 10% of gross annual income

12. Section 7.2. of the Agreement is deleted in its entirety and replaced by the following:

7.2. Performance Standards

7.2.1. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

7.2.2. Grantee warrants that it has reviewed the applicable Austin Area Standards of Care, agrees to observe them, and agrees that they are incorporated by reference. Grantee shall provide training to staff on applicable Standards of Care related to their positions, including within ninety (90) calendar days of receipt of the Standards of Care from HHSD, within thirty (30) calendar days of new employee hire date, and at least annually thereafter. Documentation of current Standards of Care training shall be maintained and reported as required by HHSD.

7.2.3. Grantee agrees to take all necessary actions to ensure that people with limited English proficiency can meaningfully access health and social services.

7.2.4. Grantee must have and adhere to a Grievance Policy and Procedures which shall be available in both English and Spanish and posted in a public area that is accessible to clients. Grantee shall adhere to the Austin Area Grievance Policy and Procedures. Clients may request an appeal for termination.

7.2.5. Grantee agrees to participate in City's clinical Quality Improvement Management Program and comply with all related training and other requirements.

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
 6. Individual. “Individual” shall mean the person who is the subject of the protected health information.
 7. Incident. “Incident” means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. “subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.
 13. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- 8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
 - 9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.